

THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

LARRY E. ROBINSON, JR.,	§	
ET AL.	§	
	§	
Plaintiff,	§	
	§	
v.	§	CIVIL ACTION NO. 4:17-cv-1762
	§	(JURY)
R&L CARRIERS SHARED	§	
SERVICES, LLC,	§	
R&L CARRIERS PAYROLL, LLC,	§	
AND R&L CARRIERS, INC.,	§	
	§	
Defendants.	§	

PLAINTIFF'S ORIGINAL COLLECTIVE ACTION COMPLAINT

SUMMARY OF SUIT

1. Plaintiff Larry E. Robinson, Jr. ("Robinson") brings this collective action to recover unpaid overtime wages, liquidated damages, and attorneys' fees owed to him and other similarly situated employees under the Fair Labor Standards Act, 29 U.S.C. § 216(b) (2017) ("FLSA").

2. In particular, Robinson and other similarly situated employees, while employed by Defendants R&L Carriers Shared Services, LLC, R&L Carriers Payroll, LLC, and R&L Carriers, Inc. (collectively, the "Company") were not properly compensated at one and one-half times their regular hourly rate for all hours worked over forty (40) hours per workweek.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to 29 U.S.C. § 216(b) (2017) and 28 U.S.C. § 1331 (2017).

4. Robinson brings this complaint in the district in which the Company does business and where a substantial portion of the conduct charged herein occurred. Accordingly, venue is proper in this district pursuant to 28 U.S.C. § 1391(b) (2017).

#### THE PARTIES

5. Robinson, a resident of Houston, Texas, engaged in commerce or in the production of goods for commerce while performing his duties for the Company. Robinson's Notice of Consent is attached.

6. The "Members of the Class" are current and former hourly employees employed by the Company as laborers in the Company's warehouse. Like Robinson, these persons engaged in commerce or in the production of goods for commerce in performing their duties for the Company.

7. R&L Carriers Shared Services, LLC, a foreign limited liability company authorized to do business in Texas, is an enterprise engaged in commerce within the meaning of the FLSA that has acted, directly or indirectly, in the interest of an employer with respect to Robinson and the Members of the Class. R&L Carriers Shared Services, LLC, may be served with process by serving its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

8. R&L Carriers Payroll, LLC, a foreign limited liability company authorized to do business in Texas, is an enterprise engaged in commerce within the meaning of the FLSA that has acted, directly or indirectly, in the interest of an employer with respect to Robinson and the Members of the Class. R&L Carriers Payroll, LLC, a wholly owned subsidiary of R&L Carriers Shared Services, LLC, may be served with process by serving its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

9. R&L Carriers, Inc. a foreign corporation authorized to do business in Texas, is an enterprise engaged in commerce within the meaning of the FLSA that has acted, directly or indirectly, in the interest of an employer with respect to Robinson and the Members of the Class. R&L Carriers, Inc., the parent corporation of R&L Carrier Shared Services, LLC, may be served with process by serving its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

#### FACTUAL BACKGROUND

10. The Company, family owned and operated for approximately fifty (50) years, is a global transportation company that generates more than \$500,000.00 in gross annual revenues.

11. Robinson, who was employed by the Company as a fork lift driver unloading trucks in the Company warehouse, was employed by the Company during the three (3) year period preceding this

lawsuit. Specifically, Robinson was employed by the Company from in or about June of 2015 until January of 2017.

12. Robinson regularly worked more than forty (40) hours each workweek unloading trucks in the Company's warehouse. Nevertheless, Robinson was not paid one and one-half (1½) times his regular hourly rate for all hours worked over forty (40) hours per week. Rather, Robinson was paid his regularly hourly rate for all hours worked.

13. R&L Carriers Shared Services, LLC, R&L Carriers Payroll, LLC, and R&L Carriers, Inc. function as a single enterprise as defined in the FLSA. Specifically, the restaurants: 1) engage in related activities; 2) are a unified operation or are under common control; and 3) share a common business purpose.

14. At all times material to his employment, Robinson was entitled to be paid one and one-half (1½) times his regular rate for all hours worked in excess of forty (40) hours in a workweek. 29 U.S.C. § 207(a) (2017). Accordingly, the Company's practice of failing to pay Robinson and the Members of the Class overtime compensation at one and one-half times their regular hourly rates was and is a clear violation of the FLSA.

#### COLLECTIVE ACTION ALLEGATIONS

15. The Members of the Class have also been subjected to the same pay practices and policies by the Company which are in willful violation of the FLSA. The Members of the Class, like Robinson,

are non-exempt, hourly employees currently or formerly employed by the Company in the three (3) year period preceding the filing of this lawsuit. Accordingly, the Members of the Class are similarly situated to Robinson in terms of their job duties and pay.

16. The Company's failure to pay overtime compensation to non-exempt employees for all overtime hours worked amounts to and arises from a generally applicable policy or practice which does not depend on the personal circumstances of the Members of the Class. Specifically, Robinson and the Members of the Class were subjected to the same policy and/or practice which was the payment of straight time for all hours worked, including overtime hours.

17. Accordingly, a conditional class of similarly situated employees may be certified to include:

All current and former employees of the Company who were paid straight time for all hours worked including overtime hours during the three-year period preceding the filing of this complaint.

#### CAUSE OF ACTION

##### A. Violations of the FLSA-Overtime

18. Robinson and the Members of the Class incorporate the allegations contained in paragraphs 1 through 17.

19. The Company's practice of failing to properly pay Robinson and the Members of the Class for all overtime hours worked at one and one-half (1½) times their appropriate regular hourly rate was, and is, a violation of the FLSA.

20. Accordingly, Robinson and the Members of the Class are entitled to an amount equal to their unpaid overtime compensation as actual damages.

21. Additionally, Robinson and the Members of the Class are entitled to an amount equal to their unpaid overtime compensation as liquidated damages.

22. Finally, Robinson and the Members of the Class are entitled to reasonable attorneys' fees and costs of this action. 29 U.S.C. § 216(b) (2017).

#### PRAYER

WHEREFORE, Plaintiff Larry Robinson and the Members of the Class request that this Court award them judgment, jointly and severally, against Defendants R&L Carriers Shared Services, LLC, R&L Carriers Payroll, LLC, and R&L Carriers, Inc., for the following:

- a. damages for the full amount of their unpaid overtime compensation;
- b. an amount equal to their unpaid overtime compensation as liquidated damages;
- c. reasonable attorneys' fees, costs and expenses of this action;
- d. pre-judgment and post-judgment interest at the highest rates allowable by law; and
- e. such other and further relief as may be allowed by law.

Respectfully submitted,

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